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Letter from the Secretary of the Interior, relative to the claim of William P. Lyon & Son for printing one thousand volumes of Choctaw laws

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WILLIAM P. LYON & SON.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

RELATIVE TO

The claim of William P. Lyon & Son for printing one thousand volumes of Choctaw laws.

JANUARY 13, 1875.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 5, 1875.

SIR: I have the honor to transmit herewith a copy of a report, dated the 31st ultimo, from the Commissioner of Indian Affairs, together with a copy of a claim against the Choctaw Nation, in favor of William P. Lyon & Son, for a balance of \$500, and interest thereon from October 1, 1869, to January 1, 1875, due them under a contract for printing one thousand volumes of Choctaw laws, together with copies of the correspondence on the subject.

Approving the suggestion of the Commissioner in the premises, I have the honor to recommend, in view of the statements of that officer, that there be inserted in the Indian appropriation bill, now before the House of Representatives, an amendment in the following words, after the word "cents," in line 462: "*Provided*, That the Secretary of the Interior be, and he hereby is, authorized to pay, out of this amount, the sum of \$500, and interest thereon from October 1, 1869, to January 1, 1875, \$183.75, in all \$683.75, due William P. Lyon & Son for printing the laws of the Choctaw Nation."

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

The SPEAKER of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 31, 1874.

SIR: I have the honor to present herewith a copy of the claim against the Choctaw Nation in favor of William P. Lyon & Son, on account of

a balance of \$500, and interest thereon from October 1, 1869, to January 1, 1875, due them under contract for printing one thousand volumes of the Choctaw laws, together with copies of the correspondence upon the subject between this Office and the governor of said nation.

Referring to said papers, and to the decision of the Solicitor of the Department making this claim a debt still due from the Choctaw Nation, as indicated in a letter from the Acting Secretary of the Interior, dated May 6, last, in reply to Office report of April 30, 1874; and being satisfied that no action will be taken by the proper authorities of said nation with a view to the settlement of the claim, I have the honor to suggest that the following amendment to the Indian appropriation bill, as reported to the House, be inserted after the word "cents," in line 462, to wit: "*Provided*, That the Secretary of the Interior be, and he hereby is, authorized to pay out of this amount the sum of \$500, and interest thereon from October 1, 1869, to January 1, 1875, \$183.75, in all, \$683.75, due William P. Lyon & Son for printing the laws of the Choctaw Nation."

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

SOUTHERN DISTRICT OF NEW YORK,
City and County of New York, ss :

I, William P. Lyon, being duly sworn, do depose and say that I am a member of the firm of Wm. P. Lyon & Son, carrying on the stationery and printing business in the city of New York; that pursuant to an agreement made with Joseph P. Folsom, the authorized agent of the Choctaw Nation, appointed for the purpose, I furnished to him 1,000 copies of the constitution and laws of the Choctaw Nation, and shipped them by the Star Union Line, as directed; that \$2,500 was the price so agreed upon, and that \$2,000 has been received on account, and that \$500 is now due our said firm, being the balance, with interest on unpaid balance from October 1, 1869, to January 1, 1875, five years and three months, at 7 per cent., being \$183.75, in the aggregate \$683.75; that efforts have been made on our part to collect the same by writing to the governor of the Choctaw Nation, who refused to pay the amount, and we also wrote to Joseph R. Folsom, the agent, who gave us no satisfactory answer. The above claim has never been disputed by the governor of the Choctaw Nation, nor by Joseph R. Folsom, the authorized agent of said nation.

WM. P. LYON.

Subscribed and sworn to before me this 22d day of December, 1874.

[L. S.]

R. E. STILWELL,
United States Commissioner for the Southern District of New York.

97 THOMAS STREET, NEW YORK,
December 22, 1874.

THE CHOCTAW NATION

To WM. P. LYON & SON, *Dr.*

1869.

Sept. 24. To printing and binding, under agreement with Jos. P. Folsom, agent of the Choctaw Nation, appointed for the purpose, and under his direction, 1,000 copies of the constitution and laws of the Choctaw Nation, as per agreement.....	\$2,500 00
Shipped by Star Union Line, as directed.	
By credit by cash on account.....	2,000 00
	<hr/>
	500 00
To interest on unpaid balance from October 1, 1869, to January 1, 1875, five years and three months, at 7 per cent	183 75
	<hr/>
	683 75

SOUTHERN DISTRICT OF NEW YORK, ss :

I, Wm. P. Lyon, do solemnly swear that I am the senior member of the firm of Wm. P. Lyon & Son, doing business in the city of New York as stationer and printer, and that the above bill of six hundred and eighty-three dollars and seventy-five cents is due our said firm from the Choctaw Nation, as set forth in said account.

WM. P. LYON.

Subscribed and sworn to before me this 22d December, 1874.

[L. s.]

R. E. STILWELL,

United States Commissioner for the Southern District of New York.

UNITED STATES INDIAN AGENCY FOR CHOCTAWS AND CHICKASAWS,
Bogy Depot, Choctaw Nation, March 14, 1874.

SIR: In answer to yours of February 5th, ultimo, I have to say I wrote to Wm. Bryant, principal chief, Choctaw Nation, concerning claim of Wm. P. Lyon & Son, and have just received his answer, which I herewith inclose to you.

Very respectfully, your obedient servant,

A. PARSONS,
United States Indian Agent.

Hon. E. P. SMITH,
Commissioner Indian Affairs, Washington. D. C.

EXECUTIVE OFFICE, CHOCTAW NATION,
March 3, 1874.

DEAR SIR: Having received a communication from you, dated February 13, 1874, and in which you say you had received a letter from the Commissioner of Indian Affairs, with the following words: "You will refer this matter to the Choctaw authorities and report the result of their action in the premises," that is, in regard to a bill purporting to be contracted against the nation by J. P. Folsom, with William P. Lyon & Son, for one thousand copies volumes of Choctaw laws. It appears from the verification of W. P. Lyon & Son that J. P. Folsom was an agent for the nation, and the bill of costs was made against the nation by said J. P. Folsom for the laws printed. I will refer you to our printed laws, on page 455, where it says there shall be a competent person elected to collect and have printed one thousand copies of the laws of the Choctaw Nation; the first half, five hundred copies, to be in English, and the second half, five hundred, to be in Choctaw; and in the second section it makes an appropriation of three thousand dollars for printing and binding of the books; and in the third section, the person so elected, into whose hand the whole work of translating and printing shall be committed. Therefore, you will perceive that J. P. Folsom was furnished the money by the nation to have the laws printed. The total amount that was furnished him was four thousand and five hundred dollars; consequently he, J. P. Folsom, was not authorized to make any debt on the nation of any kind, and the nation has only received five hundred copies of the laws, and the five hundred in Choctaw has never been received, as indicated in the law which has been recited to. Now, if the true character of the case was known, it would appear that William P. Lyon & Son credit J. P. Folsom the five hundred dollars, as indicated in the bill, for the special benefit of J. P. Folsom, and not the nation. Therefore, I do not think that the nation ought not to be responsible for J. P. Folsom's individual contract, and I am only authorized person and authority of the nation in recess of the general council to act for the nation. But I do not feel authorized to act in the premises without being authorized by the council, although it is a just debt against J. P. F., and not the nation. At our regular session of council I referred this matter to it, but the council did not take indefinite action in the matter. But what I can do is to urge J. P. Folsom to make settlement with William P. Lyon & Son as per contract he made with them, for the said J. P. F., have now in possession \$1,750 of the nation's money over and above, even if he had paid the full amount for the one thousand copies. Now, it appears one thousand copies has been printed and the nation has only received five hundred of them; consequently J. P. Folsom must have had five hundred copies printed for his own personal benefit. Now suppose we reverse the matter; J. P. Folsom was to make a contract with W. P. Lyon to print one thousand copies of the laws of the nation, and pay him the full amount in advance; then said Wm. P. Lyon, only printing five hundred, and delivered them to parties he engaged to print, and the said J. P. F. delivers the five hundred copies to the nation, as he engaged to print one thousand copies, or have printed, the consequences would be that J. P. Folsom has not

fulfilled his engagement with the nation, and the said Wm. P. Lyon has not fulfilled his contract with J. P. F. Now, the question would arise, which one of these two parties the nation would look to for the remaining five hundred copies—to the Department of the United States, Mr. Lyon being a citizen thereof, or to Mr. Lyon, or J. P. Folsom. Now, if the nation applies to the Department for the fulfillment of the five hundred copies, certainly the nation would be referred back to J. P. F. for the five hundred copies, for he was the person the nation made any engagements with. That is precisely as this matter now stands with J. P. F. and Mr. Lyon. I have said more upon this subject than is really necessary, but I wished to explain the case as near as possible; so I hope you will excuse me for wearying your patience.

I remain, respectfully, your most obedient servant,

WILLIAM BRYANT,
P. C. C. N.

ALBERT PARSONS,
Choctaw and Chickasaw Agent.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 27, 1874.

DEAR SIR: I am in receipt of your communication to Agent Albert Parsons, esq., of the 2d instant, respecting the claim of Wm. P. Lyon & Son for printing 1,000 copies of the Choctaw laws. Allow me to say that you do not seem to recognize the exact basis of this claim.

J. P. Folsom was a duly accredited agent of the Choctaw Nation to procure the printing of the Choctaw laws. As such agent he contracted with W. P. Lyon & Son for the printing, and the contract was executed faithfully by the printers, for the payment of which they now ask.

Mr. Lyon knew the Choctaw Nation only through their agent, J. P. Folsom, and for whatever liabilities Folsom has incurred, in accordance with the Choctaw law, the nation will be justly held responsible; and if Folsom in any way has wronged the Choctaw Nation or misused their property, or the fund intrusted to him, that is no concern of W. P. Lyon & Son. The case, therefore, is summed up as follows:

1. The Choctaw Nation authorized Folsom to procure the printing of their laws.
2. As their agent, in the name of the Choctaw Nation, Folsom did procure the printing.
3. The bill for this printing has not been paid.
4. The Choctaw Nation is responsible for the payment.
5. If the Choctaw Nation does not adopt some measure to pay this bill, Mr. Lyon's proper course will be to procure from Congress such legislation as will allow the Secretary of the Interior to pay it from Choctaw funds.

I shall be glad to receive your views upon this statement of the case.

Very respectfully, your obedient servant,

EDW'D P. SMITH,
Commissioner.

WM. BRYANT,
Principal Chief of Choctaw Nation.

EXECUTIVE OFFICE, CHOCTAW NATION,
April 8, A. D. 1874.

DEAR SIR: Having received your communication, through Agent Albert Parsons, esq., respecting the claim of Wm. P. Lyon & Son, for printing 1,000 copies of the Choctaw laws, you will please permit me to say, I think, if my memory serves me right, I understand the exact basis upon which J. P. Folsom was elected to print 1,000 copies of the Choctaw laws; the first half, 500 copies, to be in English, the second 500 in Choctaw; and the nation have received the first half in English. Now as you say J. P. Folsom was a duly accredited agent of the Choctaw Nation, to procure the printing of the Choctaw laws, I will beg leave to differ with you in that regard. Although I am perfectly ignorant, I will inclose you the act passed by the general council, electing or creating J. P. Folsom as printer. Now you will find in the first section, the present session of the council shall elect one competent person, whose duty it shall be to have collected, printed immediately after the adjournment of the present council; and in the second section you will find these words: "The general council shall make an appropriation of \$3,000 for the purpose of printing and binding of the books;" then the third section says "that the person so elected, into whose hands the whole work of translating and printing shall be committed, and services to be performed by him, &c.," shall receive \$1,000 as compensation. Therefore, I cannot see wherein J. P. Folsom is a duly accredited agent for the nation, or wherein he has any authority to make such contract against the nation. J. P. Folsom took the responsibility of printing and

binding of the books, but not authorized to make contracts and leave it unfulfilled; not disputing the justness of Wm. Lyon & Son's claim against J. P. Folsom, and as you say the work was executed faithfully, which I do not doubt. Now if Mr. Folsom was authorized to enter into a contract in behalf of the nation, I would not hesitate a moment on behalf of the nation in issuing an order for the payment. But as I have stated that Mr. Folsom was not authorized to do so, but was furnished with the money to print the book, which you will see in the second section of the act creating Mr. Folsom as printer, which Mr. Lyon & Son knew at the time when he was printing the book, for he must have handled the very act that created Mr. Folsom as printer, and expected to be paid by Mr. Folsom immediately after the work was finished. But, unfortunately, Mr. Lyon & Son did not receive all the pay they expected. Mr. Folsom fooled him out of \$500 of his labor. If I may be permitted to use your language, where you say Mr. Lyon knew the Choctaw Nation only through their agent J. P. Folsom, and for whatever liabilities Folsom has incurred the nation is responsible, and if Mr. Folsom in any way has wronged the nation or misused their property or the funds intrusted to him, that is no concern of W. P. Lyon & Son. And it could be said that the Choctaw Nation do not know Mr. Lyon as their elected printer; only Mr. Folsom. Now if Mr. Folsom employed Messrs. Lyon & Son to print the book, and Mr. Lyon knew not the Choctaw Nation, as above indicated, of course Mr. Lyon & Son look to their employer for pay for the labor they performed, and if Mr. Lyon let Mr. Folsom wrong them out of \$500, I cannot see why the nation should be made responsible; for Mr. Lyon and Son depended upon Mr. Folsom's integrity, so did the nation; consequently, the nation has been wronged by its employé and Mr. Lyon & Son has been wronged by their employer; now, as you have summed the case in five sections—and in the second you will please allow me to differ with you, where you say "as their agent, in the name of the Choctaw Nation, did procure the printing." As I have said before, Mr. Folsom is not agent for the nation, according to the meaning and intent of the act—that created J. P. Folsom a printer, and as such he was furnished the money to carry on the business of printing and binding of the book, and now Mr. Lyon & Son undertake to print them for Mr. Folsom, and if Mr. Lyon lets Mr. Folsom wrong him out of part of his pay, I do not see why it should concern the nation. In concluding, I will say concerning this case, I was favored with a letter written by the clerk of the Court of Claims to our agent, A. Parsons, esq., which was brought to the notice of the general council of the nation, then in session, and I urged the importance of taking some action in the case, but there was nothing done in the premises; therefore I am powerless in the matter, without some legislation of the general council. As you have required my views upon the statement of the case, I have endeavored to give my feeble views upon the statement of the case to my best abilities.

Very respectfully, &c.,

WILLIAM BRYANT,
Principal Chief Choctaw Nation.

Hon. COMMISSIONER INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., April 30, 1874.

SIR: I have the honor to submit herewith, for your consideration and decision upon the point in question, a letter from Agent A. Parsons, dated the 21st instant, inclosing a communication from William Bryant, principal chief of the Choctaw Nation, in reply to office-letter of the 27th ultimo, relative to a claim against said nation, in favor of William P. Lyon & Son, of Philadelphia, on account of balance of \$500 and interest, due them for printing, under contract, one thousand volumes of the Choctaw laws.

By an act of the general council of the Choctaw Nation, approved October 17, 1867, (copy herewith) provision was made for the election of a competent person, whose duty it was to have printed one thousand copies of said laws, and who was authorized thereby to employ assistance in the performance of this work. In pursuance of said act J. R. Folsom was appointed to perform the duties referred to and he, it appears, entered into a contract, in the year 1869, with the said William P. Lyon & Son, to do the work, on account of which they claim that there is due them the balance above stated.

The said claim having been brought to the attention of this Office was, on the 5th February, last, transmitted to Agent Parsons with instructions to refer the matter to the proper authorities of the Choctaw Nation. Mr. Bryant, their principal chief, takes the ground that the said J. P. Folsom was not a duly accredited agent of the Choctaw Nation to procure the printing of said laws; that he had no authority under the provisions of said act to enter into the contract referred to in behalf of said nation, and that Mr. Folsom, and not the Choctaw Nation, is liable for the claim in question.

That the work was faithfully executed by Messrs. Lyon & Son, there is no doubt, nor does Mr. Bryant dispute the fact. Inasmuch, however, as he claims that his nation is not liable in the case, I deem it proper to submit the matter for your decision, and in doing so have to say that, in the opinion of this Office, the Choctaw Nation is legally bound to pay the account under consideration.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, May 6, 1874.

SIR: I return, herewith, the letter of Agent Parsons, and inclosures—letter of Wm. Bryant, principal chief of the Choctaw council, authorizing the printing of certain laws &c.—which accompanied your report addressed to this Department under date of 30th ultimo relative, to the claim of Wm. P. Lyon & Son, of Philadelphia, against said nation, of \$500, balance due on account of printing and binding 1,000 copies of said laws.

The authority given by the act of the general council of the Choctaw Nation, approved October 17, 1867, for the publication of the Choctaw laws, implies that Wm. P. Lyon & Son, with whom the contract, under said authority, was made, should be paid for the work, and that the council would be liable for the payment of the expense incident to the publication.

Very respectfully, your obedient servant,

B. R. COWEN,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

AN ACT to provide for the collecting and printing of the Choctaw laws.

SECTION 1. *Be it enacted by the general council of the Choctaw Nation assembled,* That the present session of the general council shall elect one competent person, whose duty it shall be to have collected, printed immediately after the adjournment of the present council, one thousand copies of the laws of the Choctaw Nation, embracing all the printed and manuscript laws and the treaties of 1855 and 1866; and also the reports of the committees, and the settlement of the national auditor's and treasurer's accounts, from A. D. 1853; that the first half, or five hundred copies, shall be in English; the second half, or five hundred, to be in Choctaw; to be printed as soon as the translation can be perfected, which said translation, the person having the charge of the same shall have the right to employ some competent person or persons to assist him as he may think proper.

SEC. 2. *Be it further enacted,* That the present session of the general council shall make an appropriation of three thousand dollars for the purpose of printing and binding of the books, in substantial form, and the national auditor shall issue his warrant upon the national treasurer for the same, and the person having the charge of the amount shall keep a correct account of all the expenditures that may be incurred during prosecution of the work, and in the completion of the whole printing of said book, he shall make a full statement, in detail, of all expenditures incurred thereon to the general council of the Choctaw Nation, and the moneys so remaining in his hands, if any, shall be refunded by the person having charge of the same.

SEC. 3. *Be it further enacted,* That person so elected, into whose hands the whole work of translating and printing shall be committed, and services to be performed by him, shall be entitled to receive one thousand dollars as his compensation, and the national auditor shall issue his warrant upon the national treasurer for the same.

SEC. 4. *Be it further enacted,* That this act take effect and be in force from and after its passage.

Approved October 17, 1867.